

SITE LEASE

THIS SITE LEASE (this "Lease") is by and between Silver Hill Hospital, Inc., a Connecticut corporation ("Landlord") and T-Mobile Northeast LLC, a Delaware limited liability company ("Tenant").

1. Lease.

(a) For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord hereby leases to Tenant that portion more particularly described below of the real property located at 208 Valley Road, New Canaan, Connecticut and more particularly described in the attached Exhibit A (the "Property"), on the terms and conditions set forth herein.

(b) Prior to and during the term of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises (as defined below) from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communication Commission ("FCC") ("Governmental Approvals"), and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, land-use permits, and Landlord expressly grants to Tenant a right of access to the Property to perform surveys, soils tests, and other engineering procedures or environmental investigations on the Property necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system design, operations and Governmental Approvals. Prior to conducting any such tests or investigations, Tenant shall provide Landlord with evidence of insurance for property damage and personal injury in a form reasonably acceptable by Landlord with Landlord delineated as additional insured thereon. Tenant may not change the zoning classification of the Property and shall be responsible for all costs incurred by the Landlord, if any, in connection with any such applications by Tenant. Tenant shall not be permitted to file any application or seek any approval which would have detrimental impact upon the ability of Landlord to conduct its business operations at the Property. Landlord agrees that it will not interfere with Tenant's efforts to secure other licenses and permits or authorizations that relate to other property.

(c) Subject to the following terms and conditions, Landlord hereby leases to Tenant certain space located on the Property and comprised of approximately 1,250 square feet, for the base transceiver station(s) and related equipment, space for antennas and related equipment and space for cable runs and associated cable trays from the base transceiver station(s) (also referred to as the BTS) and space for power, telephone and other utility service cables, as described and depicted on Exhibit B attached hereto (collectively, the "Premises").

2. Term. The initial term of this Lease shall be five (5) years commencing on the first day of the month following the date on which Tenant obtains all Governmental Approvals (the "Commencement Date"), and terminating at midnight on the last day of the month containing the fifth anniversary of the Commencement Date (the "Initial Term"). In no event shall the Commencement Date be later than December 1, 2010.

3. Permitted Use. The Premises may be used by Tenant for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities as shown on the attached Exhibit B, including tower and base, antennas, microwave dishes, equipment shelters and/or cabinets and related activities.

4. Rent. Tenant shall pay Landlord, as rent, _____ per month ("Rent"). Rent shall be payable on the first day of the month following the Commencement Date and thereafter Rent will be payable monthly in advance by the fifth day of each month to Landlord at Landlord's address specified in Section 12 below. If this Lease is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination for any reason (other than a default by Tenant) and all prepaid Rent shall be immediately refunded to Tenant. Rent will be increased on each annual anniversary of the Commencement Date during the Initial Term and any Renewal Terms hereof to an amount equal to the amount of the monthly installments of Rent payable during the preceding year increased by 3% compounded annually. Any monthly payment of Rent and the rent payable pursuant to Paragraph 12 not received within five (5) days of its due date, shall be subject to a late penalty of 5% of such monthly payment. Tenant shall be entitled to a grace period of ten (10) days from the date that Rent is due. Upon expiration of the grace period and any time thereafter, Landlord may provide notice of nonpayment to Tenant. Failure of Tenant to pay Rent within seven (7) days from receipt of said notice shall constitute a default under this Lease.

5. Renewal. Tenant shall have the right to extend this Lease for four (4) additional, five-year terms (each a "Renewal Term"). This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least six (6) months prior to the expiration of the Initial Term or any Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease, except that Rent during the period of such month-to-month tenancy shall equal 200% of the Rent applicable during the immediately preceding Initial Term or Renewal Term, as the case may be.

6. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord, or lessees or licensees of Landlord with equipment installed prior to the date of this Lease. Tenant also agrees that it shall use all reasonable efforts to avoid interference with the operation of the hospital on the Property and, in particular, will not obstruct access to the hospital by emergency vehicles. Similarly, Landlord shall not use, nor shall Landlord permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice. In no event shall equipment, vehicles, or other personal property of Tenant ever be placed in roadways or easement areas or site entrances, which obstructs the use of such locations by Landlord or third parties.

7. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines and a location based system, including, antenna(s), coaxial cable, base units and other associated equipment (collectively, the "Antenna Facilities"), as such location based system may be required by any county, state or federal agency/department as described on Exhibit B. Tenant shall have the right to alter, replace, expand, enhance and upgrade the Antenna Facilities at any time during the term of this Lease, subject to the prior approval of Landlord, which approval shall not be unreasonably conditioned, withheld or delayed; and provided that the Antenna Facilities shall remain within the Premises. Notwithstanding the above, like-kind exchange of equipment shall not require any consent from the Landlord. Notwithstanding the foregoing, Landlord shall have the right in its sole discretion to withhold consent to any changes to the installation and improvements described on Exhibit B, which would alter height, number and size of buildings, architecture, or outside appearance. A drawing of the "silhouettes pole" or "monopole pole" is attached hereto as page L-3 of Exhibit B. Tenant shall cause all construction to occur in compliance with all applicable laws and ordinances, and shall discharge or bond any mechanic's lien filed or recorded within thirty (30) days of written notice. Landlord acknowledges that it shall not interfere with any aspects of construction, including, without limitation, attempting to direct construction personnel as to the location of or method of installation of the Antenna Facilities and the Rights of Access (as defined below) ("Construction Interference"). The Antenna Facilities shall remain the exclusive property of Tenant. Tenant shall have the right to remove the Antenna Facilities at any time during and upon the expiration or termination of this Lease

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities provided same is in compliance with local zoning codes and it does not create a dangerous condition to Landlord or third parties and subject to the prohibition against any obstruction of the roads or entrances to the Landlord's property, not constituting the Premises described in this Lease.

(c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Within sixty (60) days of the expiration or earlier termination of this Lease, Tenant agrees to remove the Antenna Facilities, repair any damage to the Premises caused by Tenant, and restore the Premises to substantially the same condition as it was in on the Commencement Date, ordinary wear and tear and damage from the elements and casualty beyond Tenant's control, excepted. Tenant shall save harmless and indemnify the Landlord in connection with the release of any Hazardous Materials directly caused by Tenant on the Property. This indemnification shall survive termination of this Lease for any reason.

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators); provided that Tenant's installation, modification or use of such utilities shall not adversely affect Landlord's utility services or interference with Landlord's utilities. Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall, install separate meters for utilities used on the Property by Tenant with said utilities dedicated solely to the Tenant's use. "Utilities" as used herein shall mean electric service only.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant rights of Access in, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, which include, but are not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Rights of Access"). The Rights of Access provided hereunder shall have the same term as this Lease. In the event that the utility company requires an easement to provide service to Tenant, Landlord agrees to grant such necessary easement to the utility company. Tenant shall be responsible for any damage caused to the Rights of Access, as a result of Tenant's construction or use of the Premises. The Rights of Access shall be shown on Exhibit B. Tenant shall save harmless and indemnify the Landlord in connection with Tenant's use, operation and maintenance of the Rights of Access referenced herein.

(f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises ("Access") at all times during the Initial Term of this Lease and any Renewal Term.

(g) Tenant shall provide drainage at the Premises, the location of which shall be subject to Landlord's prior written approval, which shall not be unreasonably withheld, conditioned, delayed or denied.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon expiration of seven (7) days' written notice by Landlord to Tenant from the date Tenant is in receipt of said notice if Tenant fails to cure a default for payment of amounts due under this Lease beyond a grace period of ten (10) days after such amount becomes due; ;

(b) immediately if Tenant notifies Landlord of unacceptable results of any title report, environmental or soil tests prior to Tenant's installation of the Antenna Facilities on the Premises, or if Tenant is unable despite the exercise of reasonable diligence to obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business. In the event Tenant voluntarily elects not to obtain, maintain, or otherwise forfeits or cancels any license (including without limitation an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business, and thereafter seeks to terminate this Lease, such termination shall be upon thirty (30) days' written notice and payment of liquidated damages in the amount of twelve (12) months of the then current rent to Landlord;

(c) upon thirty (30) days' written notice by Tenant if the Property or the Antenna Facilities are, or become unacceptable under Tenant's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong, provided that Tenant pays to Landlord an amount equal to one (1) year's Rent at the then current rate as liquidated damages;

(d) immediately upon written notice by Tenant if the Premises or the Antenna Facilities are destroyed or damaged, through no fault of Tenant, so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction; or

(e) at the time title to the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Tenant's reasonable determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

9. Default and Right to Cure. Notwithstanding anything contained herein to the contrary, except where provided in Section 8(a) herein, and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof, to take effect immediately, if the other party (i) fails to perform any covenant for a period of thirty (30) days after receipt of written notice thereof to cure or (ii) commits a material breach of this Lease and fails to diligently pursue such cure to its completion after sixty (60) days' written notice to the defaulting party. In the event Landlord provides written notice more than twice in any 12 month period, Tenant shall pay \$500.00, for each such notice.

10. Taxes. In the event that any taxing authority, including but not limited to the State of Connecticut and/or Town of New Canaan shall impose any taxes in connection with the Tenant's use of the Property, including but not limited to income taxes or real estate taxes, Tenant shall pay such taxes which are directly attributable to the presence or installation of the Tenant's Antenna Facilities, only for so long as this Lease has not expired of its own terms or is not terminated by either party. Landlord hereby grants to Tenant the right to challenge, whether in a Court, Administrative Proceeding, or other venue, on behalf of Landlord and/or Tenant, any personal property or real property tax assessments that may affect Tenant. If Landlord receives notice of any personal property or real property tax assessment against the Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant, sufficient to allow Tenant to consent to or challenge such assessment. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 10.

11. Insurance and Subrogation and Indemnification.

(a) Tenant shall provide Commercial General Liability Insurance in an aggregate amount of [REDACTED], which may be through a combination of primary and umbrella policies, naming Landlord as additional insured. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance

Tenant may maintain. Tenant shall provide to Landlord a certificate evidencing such coverage prior to commencing any work on the Property with Landlord delineated as additional insured.

(b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

(c) Indemnification by Landlord: To the extent loss or damage is not covered by Tenant's first party property insurance policies, Landlord agrees to indemnify and hold harmless Tenant from and against any and all claims, damages, cost and expenses, including reasonable attorney fees, to the extent caused by or arising out of (a) the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the Landlord or the employees, agents, contractors, licensees, tenants and/or subtenants of Landlord, or (b) a breach of any obligation of Landlord under this Lease. Notwithstanding the foregoing, this indemnification shall not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities to Tenant or anyone claiming through Tenant. Landlord's obligations under this section are contingent upon (i) its receiving prompt written notice of any event giving rise to an obligation to indemnify Tenant and (ii) Tenant's granting it the right to control the defense and settlement of the same. Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this section shall survive the expiration or termination of this Lease.

(d) Indemnification by Tenant:

(i) General Indemnity: To the extent loss or damage is not covered by Landlord's first party property insurance policies, Tenant agrees to indemnify and hold harmless Landlord from and against any and all claims, damages, cost and expenses, including reasonable attorney fees, to the extent caused by or arising out of (a) the negligent acts or omissions or willful misconduct in the operations or activities on the Property by Tenant or its employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, or (b) a breach of any obligation of Tenant under the Lease.

(ii) Specific Indemnity Related to First Taxing District: Tenant agrees to indemnify and hold harmless Landlord from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of claims or litigation asserted by the First Taxing District of Norwalk, Inc., 270 Valley Road, New Canaan, Connecticut on a "tortious interference with contract" or "tortious interference with business relations" or similar "tortious interference" theories.

(iii) Limitations on Indemnities: Notwithstanding the foregoing, the indemnities provided in clauses 11(d)(i) and (ii) above shall not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities to Landlord or anyone claiming through Landlord. Tenant's obligations under clauses 11(d)(i) and (ii) are contingent upon (A) its receiving prompt written notice of any event giving rise to an obligation to indemnify Landlord; (B) Landlord's granting to Tenant the right to control the defense and settlement of same; (C) Landlord's ongoing provision of full cooperation and good faith, effective immediately; and (D) the absence of any wrongful, malicious or bad faith action or omission of Landlord that precipitates the claims complained of by any third party. Tenant shall not be responsible to Landlord, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property, including the Premises.

12. Notices. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:

T-Mobile USA Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: PCS Lease Administrator
With a copy to: Attn: Legal Dept.

With a copy to:

T-Mobile Northeast LLC
4 Sylvan Way
Parsippany, NJ 07054
Attn: Lease Administration Manager

If to Landlord, to:

Silver Hill Foundation, Inc.
208 Valley Road
New Canaan, CT 06840

With a copy to:

Michael P. Sweeney, Esq.
Sandak, Hennessey & Greco
970 Summer Street
Stamford, CT 06905

13. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Property free and clear of any liens or mortgages, except those disclosed to Tenant or of record and which will not interfere with Tenant's rights to, quiet enjoyment of

or use of the Premises; and (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord. Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period. Landlord shall use reasonable efforts to obtain a Non-Disturbance Agreement for future Mortgagees, but in the event that said Mortgagee does not provide a Subordination or Non-Disturbance Agreement, this Lease shall be subordinate to any mortgages that may affect the property without necessity for execution of any additional documentation, this provision being self-operative under the Lease.

14. Environmental Laws. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. However, Tenant shall have the right to install, operate, maintain, repair and replace battery back-ups at the Premises in conformance with applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Tenant, that have occurred or which may occur on the Property. Tenant shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or the release of any hazardous substances that is caused by Tenant or its employees, agents, contractors, licensees, tenants and/or subtenants, which may occur on the Property and shall promptly notify Landlord in the event of any release or spills of hazardous substances at or about the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not caused by Tenant prior to and during the Initial Term and any Renewal Term of this Lease. Tenant agrees to defend, indemnify, and hold Landlord harmless from claims resulting from Actions on the Property caused solely by Tenant or its employees, agents, contractors, licensees, tenants and/or subtenants during the Initial Term and any Renewal Term of the Lease. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

15. Assignment and Subleasing. Tenant may assign this Lease and the Rights of Access (as defined above) granted herein upon written notice to Landlord. Upon such assignment, Tenant shall not be relieved of all liabilities and obligations hereunder.

Subject to all permits and approvals from all governmental agencies having jurisdiction thereof, Tenant may lease or license space on the support structure forming a part of the Antenna Facilities, on the Premises to a third party for installation of transmission, receiving or other types of equipment facilities, on such terms and conditions, provided same are not contrary to any provision of this Lease, as Tenant in its sole discretion, desires (a "Third Party Lease"); provided, however, that Landlord shall receive as additional rent under this Agreement, fifty percent (50%) of all gross rents, License fees and consideration of any kind (which shall not be deemed to include any reimbursement for non-recurring or construction costs) payable to Tenant pursuant to the Third Party Lease (the "Collocation Fee") to the Landlord. Tenant shall provide written notice to Landlord under this paragraph and upon request of Landlord provide a copy of any agreements between Tenant and any lessees or licensees to Landlord and any requested modifications of Improvements to the Property.

Additionally, Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns (collectively "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant or to remove any property of Tenant or Mortgagees located on the Premises, except that the cure period for any Mortgagees shall not be less than thirty (30) days after receipt of the default notice, as provided in Section 9 of this Lease. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by Tenant. Failure by Landlord to give Mortgagees such notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of Mortgagees to cure any default and to remove any property of Tenant or Mortgagees located on the Premises as provided in Section 17 of this Lease. At the request of the Landlord, Tenant shall execute Estoppel Certificates in a form that is reasonable to Tenant as required by Landlord's Lender, and subject to Paragraph 18(d), shall execute Subordination Agreements in a form that is reasonable to Tenant within ten (10) business days of Landlord's request,

16. Successors and Assigns. This Lease and the Rights of Access granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Mortgagees the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Mortgagee's sole discretion and without Landlord's consent.

18. Miscellaneous.

(a) The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within twenty (20) days after request, such estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

(d) Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease in substantially the form attached hereto as Exhibit C) necessary to protect its rights or use of the Premises. Neither party shall record this Lease. The Memorandum of Lease may be recorded in place of this Lease by either party. At Landlord's option, this Lease shall be subordinate to any mortgage by Landlord which from time to time may encumber all or part of the Premises; provided, however, every such mortgage shall recognize the validity of this Lease in the event of a foreclosure of Landlord's interest and also Tenant's right to remain in occupancy of and have access to the Premises as long as Tenant is not in default of this Lease beyond the applicable grace period. In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to use reasonable business efforts to obtain and furnish to Tenant a subordination, non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Landlord and Tenant. Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may require in connection therewith.

(e) This Lease shall be construed in accordance with the laws of the state in which the Property is located.

(f) If any term of this Lease is found to be void or invalid, such finding shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(g) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

(h) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(i) All Exhibits referred to herein and any Addenda and the terms therein are incorporated herein for all purposes.

(j) If Landlord is represented by any broker or any other leasing agent, Landlord is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold Tenant harmless from all claims by such broker or anyone claiming through such broker. If Tenant is represented by any broker or any other leasing agent, Tenant is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold Landlord harmless from all claims by such broker or anyone claiming through such broker.

(k) In execution of this Lease, Tenant shall pay Landlord the sum of [REDACTED] as a nonrefundable reimbursement to Landlord for a portion of the fees, cost, and expenses incurred in connection with effectuating this Site Lease, which shall be paid to Landlord regardless as to whether Tenant receives its Governmental Approvals or not within sixty (60) days from the full execution date.

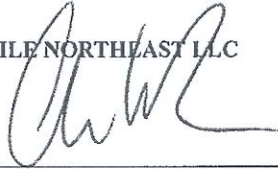
[SIGNATURES APPEAR ON THE FOLLOWING PAGE].

The effective date of this Lease is the date of execution by the last party to sign (the "Effective Date").

LANDLORD: SILVER HILL HOSPITAL, INC.

By: _____
Printed Name: _____
Its: _____
Date: _____

TENANT: T-MOBILE NORTHEAST LLC

By:  _____
Printed Name: Chris Hillabrant
Its: Vice President, Engineering
Date: 3 DEC 2009

Approved as to form

The effective date of this Lease is the date of execution by the last party to sign (the "Effective Date").

LANDLORD: SILVER HILL HOSPITAL, INC.

By:

Printed Name:

Its:

Date:

Sigurd Ackerman WP
Sigurd Ackerman
President and Medical Director
12 / 14 / 09

TENANT: T-MOBILE NORTHEAST LLC

By:

Printed Name:

Its:

Date:

Chris Hillabrant
Vice President, Engineering

Approved as to form

-EXHIBIT A
Legal Description

The Property is legally described as follows:

A portion of the property described in certain real estate deeds in the Town of New Canaan, County of Fairfield, recorded at the New Canaan Registry of Deeds at Book 67, Page 13.

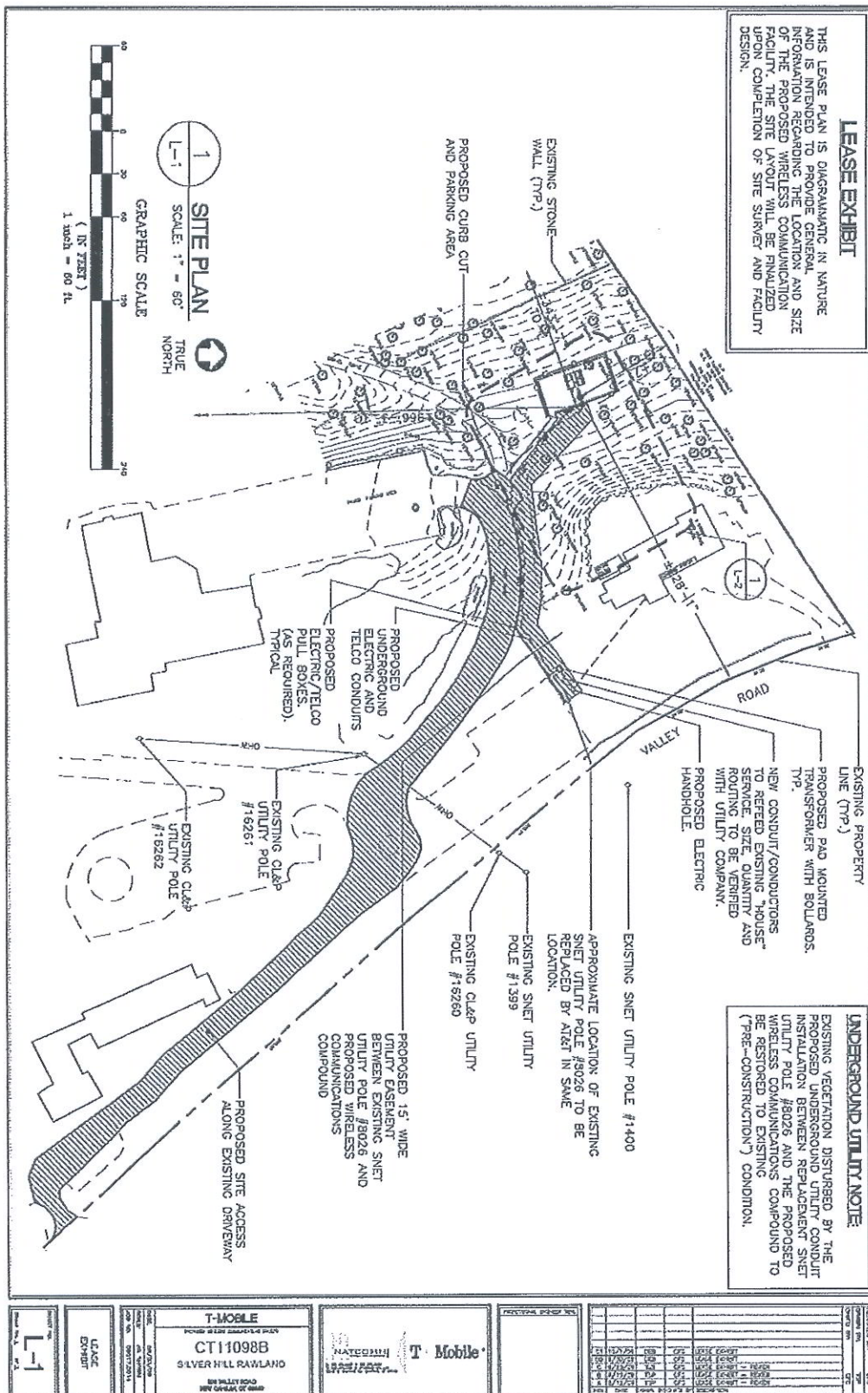
ALL THAT CERTAIN piece, parcel or tract of land, with the buildings and improvements thereon, situated in the Town of New Canaan, County of Fairfield, and State of Connecticut, shown as Parcel A Area = 1,013,501 +/- Sq. Ft. or 23.2667 +/- Acres Inclusive of Parcel "X" Exclusive of Parcel "Y", as shown and delineated on a certain map entitled, "Property Survey for Property Line Revision Prepared for Silver Hill Hospital, Inc. 208 Valley Road New Canaan, Connecticut Scale: 1"=80' April 11, 2002", now on file in the office of the Town Clerk of the Town of New Canaan and numbered 7350, reference thereto being had for a more particular description thereof.

EXHIBIT B

The location of the Premises within the Property (together with access and utilities)
is more particularly described and depicted as follows:

See Plans attached.

Any such changes to the Plans and this Exhibit B shall be subject to Landlord's approval not to be unreasonably withheld except as specifically set forth in Section 7 of the Lease.

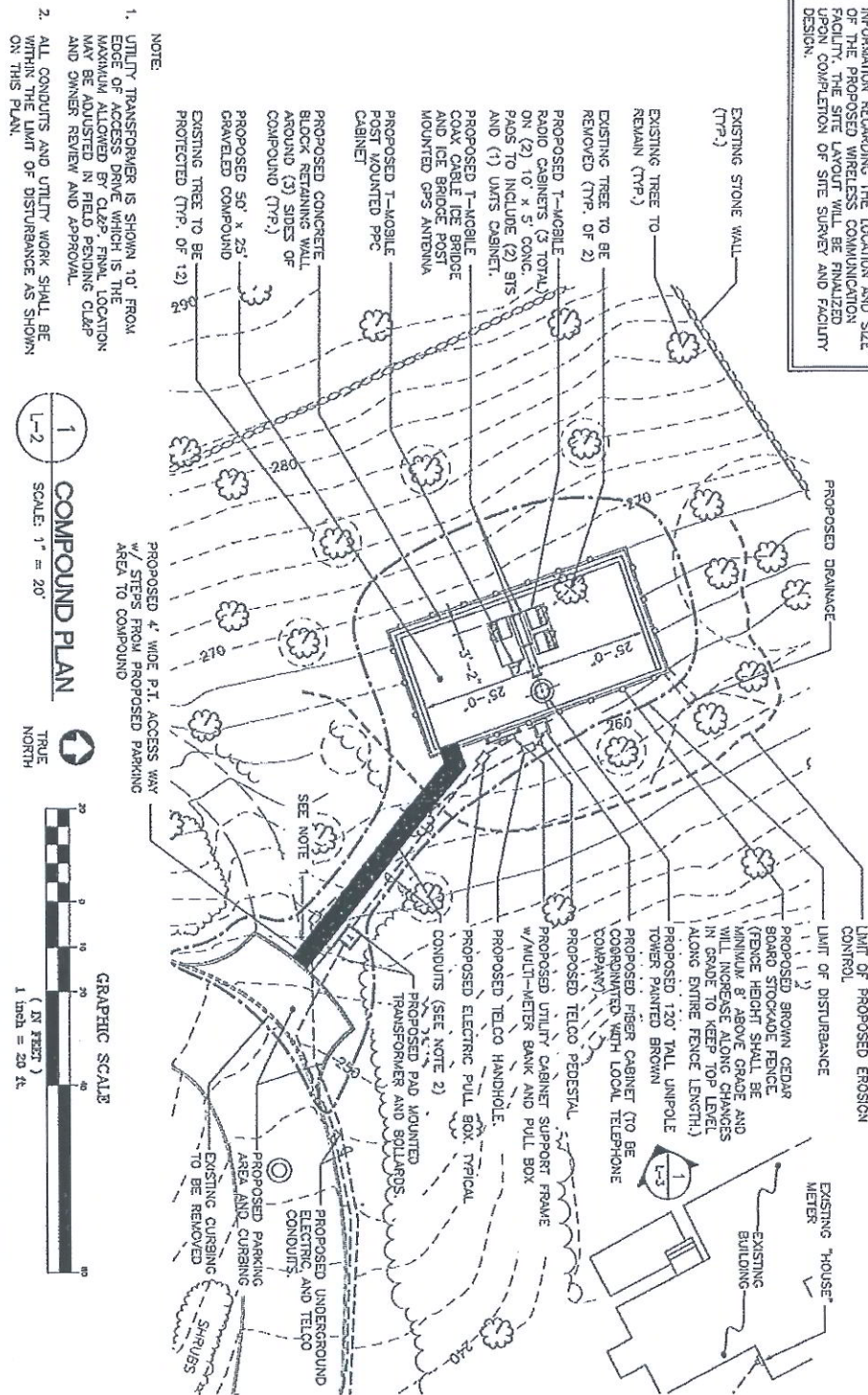


Tenant's initials _____ Landlord's initials _____



Site Number: CT11-098-B
Site Name: Silver Hill RL
Market: Connecticut

THIS LEASE PLAN IS DIAGRAMMATIC IN NATURE AND IS INTENDED TO PROVIDE GENERAL INFORMATION REGARDING THE LOCATION AND SIZE OF THE PROPOSED WIRELESS COMMUNICATION FACILITY. THE SITE LAYOUT WILL BE FINALIZED UPON COMPLETION OF SITE SURVEY AND FACILITY DESIGN.

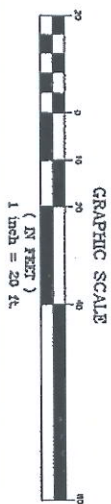


1. UTILITY TRANSFORMER IS SHOWN 10' FROM EDGE OF ACCESS DRIVE WHICH IS THE MAXIMUM ALLOWED BY CLAP. FINAL LOCATION MAY BE ADJUSTED IN FIELD PENDING CLAP AND OWNER REVIEW AND APPROVAL.
2. ALL CONDUITS AND UTILITY WORK SHALL BE WITHIN THE LIMIT OF DISTURBANCE AS SHOWN ON THIS PLAN.

1
L-2

COMPOUND PLAN

SCALE: 1" = 20'

[illegible]

11

THIS LEASE PLAN IS DIAGRAMATIC IN NATURE AND IS INTENDED TO PROVIDE GENERAL INFORMATION REGARDING THE LOCATION AND SIZE OF THE PROPOSED WIRELESS COMMUNICATION FACILITY. THE SITE LAYOUT WILL BE FINALIZED UPON COMPLETION OF SITE SURVEY AND FACILITY DESIGN.

1. ALL PROPOSED ANTENNAS TO BE LOCATED WITHIN THE PROPOSED UNIPOL.
2. FINAL ANTENNA RAD CENTER ELEVATIONS TO BE DETERMINED BY TOWER DESIGN DOCUMENTS (BY OTHERS).



GRAPHIC SCALE

(IN FEET)

1 inch = 20 ft.

[illegible]

EXHIBIT C

**Memorandum
of
Lease**

Memorandum of Lease

Assessor's Parcel Number: Map 44; Block 108; Lot 120

Between Silver Hill Hospital, Inc., a Connecticut corporation ("Landlord") and T-Mobile Northeast LLC, a Delaware limited liability company with a place of business at 4 Sylvan Way, Parsippany, NJ 07054 ("Tenant")

A Site Lease dated as of _____, 200__ (the "Lease") by and between Silver Hill Hospital, Inc., a Connecticut corporation ("Landlord") and T-Mobile Northeast LLC, a Delaware limited liability company ("Tenant") was made regarding a portion of following the property:

See Attached Exhibit "A" incorporated herein for all purposes

The Lease is for a term of five (5) years and will commence on the date as set forth in the Lease (the "Commencement Date"). Tenant shall have the right to extend this Lease for four (4) additional five-year terms.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD: SILVER HILL HOSPITAL, INC.

Witnesses:

By: _____
Printed Name: _____
Its: _____
Date: _____

TENANT: T-MOBILE NORTHEAST LLC

Witnesses:

By: _____
Printed Name: Chris Hillabrant
Its: Vice President, Engineering
Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____ by _____, [title]
of _____ a _____ [type of entity], on behalf of
said _____ [name of entity].

Dated: _____



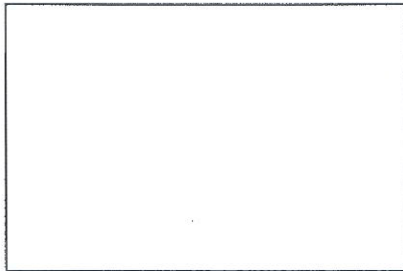
Notary Public
Print Name _____
My commission expires _____

(Use this space for notary stamp/seal)

STATE OF NEW JERSEY)
) ss. PARSIPPANY
COUNTY OF MORRIS)

This instrument was acknowledged before me on _____ by CHRIS HILLABRANT, [title] VICE
PRESIDENT, ENGINEERING of T-Mobile Northeast LLC, a Delaware limited liability company, on behalf of said T-Mobile
Northeast LLC.

Dated: _____



Notary Public
Print Name _____
My commission expires _____

(Use this space for notary stamp/seal)

Memorandum of Lease EXHIBIT A

Legal Description

The Property is legally described as follows:

A portion of the property described in certain real estate deeds in the Town of New Canaan, County of Fairfield, recorded at the New Canaan Registry of Deeds at Book 67, Page 13.

ALL THAT CERTAIN piece, parcel or tract of land, with the buildings and improvements thereon, situated in the Town of New Canaan, County of Fairfield, and State of Connecticut, shown as Parcel A Area = 1,013,501 +/- Sq. Ft. or 23.2667 +/- Acres Inclusive of Parcel "X" Exclusive of Parcel "Y", as shown and delineated on a certain map entitled, "Property Survey for Property Line Revision Prepared for Silver Hill Hospital, Inc. 208 Valley Road New Canaan, Connecticut Scale: 1"=80' April 11, 2002", now on file in the office of the Town Clerk of the Town of New Canaan and numbered 7350, reference thereto being had for a more particular description thereof.